

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

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In Re: ) Case No. 19-30088-DM  
PG&E CORPORATION, ) Chapter 11  
 )  
 ) San Francisco, California  
-and- ) Tuesday, February 26, 2019  
 ) 9:30 AM  
PACIFIC GAS AND ELECTRIC )  
COMPANY, ) MOTION FOR RELIEF FROM STAY  
 ) BY VALERO REFINING COMPANY-  
Debtors. ) CALIFORNIA [DKT. NO. 315]  
 )

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE DENNIS MONTALI  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

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## PG&amp;E Corporation

SAN FRANCISCO, CALIFORNIA, TUESDAY, FEBRUARY 26, 2019, 9:31 AM

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(Call to order of the Court.)

THE CLERK: All rise. Court is now in session, the Honorable Dennis Montali presiding.

IN UNISON: Good morning, Your Honor.

THE COURT: Good morning.

THE CLERK: In the matter of PG&E Corporation.

THE COURT: So you're first here today, Mr. Benvenutti?

MR. BENVENUTTI: Your Honor, I think I'm just a pretty face here, but I will introduce my colleague before we get started, if I may.

THE COURT: Okay. Go ahead.

MR. BENVENUTTI: Thank you. Good morning, Your Honor. Peter Benvenutti, Keller & Benvenutti, and An Tran of Weil, Gotshal, appearing on behalf of PG&E. Ms. Tran.

THE COURT: Good morning.

Mr. Lapping, good morning.

MR. LAPPING: Good morning, Your Honor. Richard Lapping, Trodella & Lapping, LLP, on behalf of Valero Refining California.

THE COURT: I'll tell you what. There are a number of phone appearances, but I'd like to call on people only if they want to be heard when I hear this motion because I can't really

PG&E Corporation

1 tell who's just listening or who wants to be heard.

2 So are you appearing, sir?

3 MR. KRELLER: I am, Your Honor. Good morning. Thomas  
4 Kreller of Milbank on account of the official unsecured  
5 creditors' --

6 THE COURT: Okay.

7 MR. KRELLER: -- committee in these cases.

8 THE COURT: All right. Good morning.

9 All right. So I'm sorry, I didn't get counsel's name  
10 for the -- I didn't see your name on the paper, so just give me  
11 the correct spelling of your name, please.

12 MS. TRAN: It's An Tran --

13 THE COURT: Tran.

14 MS. TRAN: -- with Weil, Gotshal.

15 THE COURT: Ms. Tran, okay. So you're presenting the  
16 opposition for the debtor, right?

17 MS. TRAN: That's correct, Your Honor.

18 THE COURT: Okay. So Mr. Lapping, you turned me down  
19 on my tentative ruling, but all I got from you was your  
20 response to the issue about the sealing motion. But I still  
21 don't have a sealing motion, so I don't know what I'm supposed  
22 to do with all this back and forth. It's not a fatal error to  
23 say that the sealing issue is incomplete, but the motion is  
24 incomplete. But even if it weren't, I still have the same  
25 position that I tried to explain in the tentative, and I think

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1 that the debtor and the committee operate.

2 So rather than waste our time on the sealing motion,  
3 just tell me why I should grant relief, under any  
4 circumstances, given what we know about the case.

5 MR. LAPPING: Yes, Your Honor. Yeah, I agree. The  
6 insurance issue is one of the Curtis factors, and we wanted to  
7 address it. It's a plus, but it's not critical. There are  
8 other factors that point to granting relief in the automatic  
9 stay. And we basically have a very significant claim. It's a  
10 tort claim, but it's not a wildfire claim.

11 THE COURT: No, I know.

12 MR. LAPPING: And it's obviously in dispute. And --

13 THE COURT: It's not contingent. I think you used the  
14 word "contingent" at one point, or somebody did.

15 MR. LAPPING: Well --

16 THE COURT: It's in dispute.

17 MR. LAPPING: It's --

18 THE COURT: No, but that's not a contingent, but it's  
19 in dispute. So we're in agreement there.

20 MR. LAPPING: Okay. And I think -- you know, the  
21 cases say that the chief Curtis factor is whether the  
22 litigation, if allowed to go forward, would interfere with the  
23 administration of the bankruptcy case. And I submit that it  
24 simply -- causing this thing to basically stay in your court  
25 and be considered periodically --

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1 THE COURT: And maybe have to file a proof of claim in  
2 this court?

3 MR. LAPPING: Maybe have to file a proof of claim --

4 THE COURT: Well, it's important --

5 MR. LAPPING: -- and have it contested.

6 THE COURT: That's important, isn't it?

7 MR. LAPPING: It is, but it also would add to the  
8 administration of the case.

9 THE COURT: Why? Why would it?

10 MR. LAPPING: Well, because it would -- if we go out  
11 and try this case in Sacramento in front of Judge Nunley, and  
12 come back with a resolution, then the claim won't be disputed.  
13 It'll be --

14 THE COURT: Well, I know, but that's because if you  
15 don't go try the case in front of him it won't be a waste of  
16 your or the debtor's time, and maybe there'll be a disposition  
17 of it in some other fashion. That's all. I mean, it may be.  
18 I'm not saying it will be, but it may be.

19 MR. LAPPING: Well --

20 THE COURT: And look, there's a broader question, and  
21 you know as well as I the broader question, and that is: does  
22 an unsecured creditor, a big one like your client, get to open  
23 the door a month into a major Chapter 11. And the answer, in  
24 my view, has to be no, because the debtor and the committee and  
25 the parties are just getting their act together. And it's sort

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1 of the rule that I learned a long time ago that you just -- you  
2 don't come in and ask too much too soon because you'll get  
3 told: wait awhile. Pardon me.

4 MR. LAPPING: Well, okay, Your Honor --

5 THE COURT: You know that; you've seen that rule  
6 played out --

7 MR. LAPPING: I have.

8 THE COURT: -- a hundred times.

9 MR. LAPPING: I have. We're in the final stages of a  
10 trial. And you know, we're not into the trial, but we have one  
11 expert deposition left.

12 THE COURT: I know.

13 MR. LAPPING: The motion for the amended complaint was  
14 under submission. It's completed. The debtor needs to file --

15 THE COURT: Well, I don't mind --

16 MR. LAPPING: -- a reply brief.

17 THE COURT: I don't mind relief to let the judge make  
18 a ruling. But the judge may say: why should I even bother  
19 doing that if this case is going to go somewhere else?

20 MR. LAPPING: Well --

21 THE COURT: I mean, who's to rule out the possibility  
22 of some negotiated resolution of it also?

23 MR. LAPPING: Well, of course. But often those happen  
24 when trial is about to happen. And --

25 THE COURT: True.

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1 MR. LAPPING: But this does not necessarily interfere  
2 with the administration of the case because of the following.  
3 First of all, if the Court granted the motion, immediately  
4 there'd be a two-week gap, you know, a two-week delay in it  
5 taking effect, under 4001.

6 THE COURT: Well --

7 MR. LAPPING: And then the trial is not until June,  
8 and so the only thing that's going to happen is that the  
9 debtors' attorneys, Steptoe & Johnson, will --

10 THE COURT: Who aren't even employed yet.

11 MR. LAPPING: Right, but they have an ethical  
12 obligation to not abandon their client. And they --

13 THE COURT: I'm sure they aren't going to.

14 MR. LAPPING: And they have two weeks to get an  
15 employment application in front, and it's a pretty routine  
16 thing. I cannot imagine that's going to be an impediment.

17 THE COURT: It's completely routine, but it's the  
18 principal lawyers for the debtor that have dozens of employment  
19 applications to deal with, and this is just one of them.

20 That's all. We've got on calendar tomorrow for a number of  
21 routine, ordinary-course applications. So it's not something  
22 that isn't going to take place in due course. It's going to  
23 happen. The question is whether it happens so quickly. But --

24 MR. LAPPING: Okay. Well --

25 THE COURT: Let's assume that, in a reasonably short



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1 period of time, the debtors' litigation counsel in the Valero  
2 fire will be employed. That's not an --

3 MR. LAPPING: Right, and so what's left to do? One  
4 deposition of an expert, already set, didn't happen; preparing  
5 your examination; preparing your trial briefs. It's all lawyer  
6 stuff. The company, I can't believe -- first of all, this  
7 doesn't even make a footnote in the annual report. This is not  
8 a significant case as far as PG&E is concerned. I doubt that  
9 somebody from the team that is managing this bankruptcy is also  
10 managing that litigation.

11 THE COURT: Do I --

12 MR. LAPPING: There's no indication of that --

13 THE COURT: What do I tell the next hundred fire  
14 victims who come in for a motion for relief, say, on the same  
15 theory? They're small, they're not seventy-five million;  
16 they're only some smaller amount. Take a number, right?

17 MR. LAPPING: There are two major distinctions.  
18 Number one, the fire cases involve multiple claims but with a  
19 common set of facts that require some sort of management, and  
20 the case makes a lot of sense from that standpoint, common  
21 facts.

22 Secondly, although I can't really get into the  
23 specifics, we're in a different insurance year. We're not in  
24 their insurance coverage. We're not in the insurance coverage,  
25 I don't believe, from the Butte fire that received this. We're

## PG&amp;E Corporation

1 sandwiched right in the middle. There may be some other claims  
2 out there, but --

3 THE COURT: But am I correct, though, that even though  
4 there may be -- and leave aside whether there are any other  
5 claimants that would compete with Valero for an insurance fund,  
6 isn't it true that a portion of the liability is still borne by  
7 the debtor not covered by insurance on their self-insur --

8 MR. LAPPING: Well, sure, if Mr. Benvenutti -- there's  
9 a ten-million-dollar --

10 THE COURT: Well --

11 MR. LAPPING: -- of retention. Well, in the Butte  
12 fire PG&E reports that they've spent sixty-five million dollars  
13 in defense of that.

14 THE COURT: No, but I'm asking a different question.  
15 If I were to grant relief from stay and the matter went to  
16 litigation, trial, this is not a case where, again, what  
17 happens all the time in run-of-the-mill cases where the motion  
18 is brought because the moving party can look solely to  
19 insurance. Here, if you're successful, or your client, at  
20 least ten million dollars is at risk from the general funds of  
21 the estate, right?

22 MR. LAPPING: Well, assuming they haven't already  
23 spent a lot of that on this case and others.

24 THE COURT: Okay.

25 MR. LAPPING: But yes, you're right.

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1 THE COURT: Okay.

2 MR. LAPPING: Absolutely so.

3 THE COURT: All right. I mean, again, look, I'm not  
4 trying to make the Valero situation, even if it were the only  
5 creditor, or PG&E's situation like the so-called run-of-the-  
6 mill case. But I have cases every day of people who had a  
7 slip-and-fall or personal injury or car crash, and they come in  
8 and say we're not going to go after the debtor; we just want to  
9 go after the insurance company. And we grant those all the  
10 times. But this does seem different.

11 MR. LAPPING: Well --

12 THE COURT: And you can't really make the case, can  
13 you, that you look only to the insurer? You're not --

14 MR. LAPPING: No, I cannot. You're right, absolutely,  
15 Your Honor.

16 THE COURT: Okay.

17 MR. LAPPING: I have no knowledge that there might not  
18 be some other claim there. But the real point is it comes down  
19 to judicial economy. And the case is ready to be decided.  
20 It's not going to go away. And if it sits here for, like, a  
21 year before objections to claims come around, you're going to  
22 be faced with this complex set --

23 THE COURT: Did you read my tentative ruling? I said  
24 come back in sixty days; let's see where we are. I didn't deny  
25 your motion. I didn't suggest I would deny it. I said -- I

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1 actually -- and I was working at home on that. I do some  
2 things on the weekend. And I was thinking ninety days, and I  
3 said, no, sixty. So for what it's worth, my tentative ruling  
4 said come back in sixty days and let's see where things are.  
5 And that's another way of saying to the debtor and the  
6 committee and everybody else, let's make sure we move things.

7 I can't magically say that this huge reorganization is  
8 going to get ramped up in, you know, two months. But I'm  
9 telling you, I was trying to tell you and Valero, you're still  
10 going to be on the burner. I'm not putting you at the back of  
11 the stove. I'm putting you maybe on the second burner to see  
12 what happens in sixty days.

13 And now, I won't try to fool you; maybe I'll be  
14 persuaded in sixty days to continue the stay sixty more days.  
15 But I'm not -- I'm trying to send a signal to the other side  
16 that they've got to at least tell me what to do about this case  
17 going forward because you did file the motion.

18 MR. LAPPING: Well, Your Honor, let me suggest this.  
19 I mean, because you know, it's not easy to get a trial date in  
20 district court in Sacramento. We have one, and it is  
21 administratively closed, but the judge is very aware of what's  
22 going on. And so really the question is what can we do to  
23 preserve the trial date, because that's the most efficient  
24 thing, from our standpoint, and we think from the estate's  
25 standpoint, because Steptoe & Johnson was ready to try the

PG&E Corporation

1 case, as far as we know. Everything was ready.

2 So Your Honor's suggesting April. Can I make a  
3 counterproposal, if you will, for four weeks, and we'll come  
4 back then and see what happens?

5 THE COURT: Negotiating.

6 MR. LAPPING: Well, that's --

7 THE COURT: Hey --

8 MR. LAPPING: I really want you to grant the motion,  
9 actually.

10 THE COURT: Okay. I'm kidding. I was really thinking  
11 of giving you ninety days, so you want to suggest forty-five  
12 now?

13 Ms. Tran, do you want to speak for the debtor here?

14 MS. TRAN: Okay.

15 THE COURT: Mr. Lapping is negotiating. He wants  
16 thirty.

17 MS. TRAN: Good morning, Your Honor, and I'll try to  
18 keep this brief because I think your --

19 THE COURT: That's all right.

20 MS. TRAN: -- tentative ruling --

21 THE COURT: That's okay.

22 MS. TRAN: -- perfectly set forth the reasons why this  
23 hearing should be continued and why it's actually premature to  
24 consider Valero's motion at this time. Valero filed the motion  
25 just about a week after PG&E filed for Chapter 11 protection.

## PG&amp;E Corporation

1 THE COURT: Right.

2 MS. TRAN: As you know, the debtors are currently  
3 still in triage stage of restructuring, and as your tentative  
4 ruling noted, it is just way too early for this Court and for  
5 PG&E and other interested parties to consider relief from stay  
6 for claims like Valero's.

7 THE COURT: But I mean, we're not ranking them by  
8 their value. I mean, we're not saying Valero's a big company,  
9 they can wait. I mean, we're really testing it on PG&E's needs  
10 here, I think.

11 MS. TRAN: And that's right, Your Honor. And I don't  
12 want to get into the substance of Valero's motion, but Valero  
13 has failed to demonstrate why their claims get priority over  
14 other creditors and what's so unique --

15 THE COURT: Well, they're not asking for priority.  
16 They're asking to liquidate the claim. And so if I understand  
17 Mr. Lapping, he wants me to tell Judge Nunley, go try the case,  
18 come in with a judgment. If Valero loses, that's the end of  
19 the story. If Valero wins a judgment, they stand in line with  
20 a judgment. They've liquidated it and take away the  
21 contingency -- or the -- excuse me, the disputed nature of it,  
22 and -- but I didn't hear Mr. Lapping say, and by the way, then  
23 we get paid.

24 MS. TRAN: That's correct, Your Honor. But what they  
25 are asking is for this Court to decide on its motion for relief

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1 from stay based on the order in which it rushed into the  
2 courthouse to file the motion. And there needs to be more time  
3 for PG&E and this Court and interested parties to consider a  
4 much more systematic and organized and fair process to handle  
5 these relief -- these requests for relief from --

6 THE COURT: Well, is it --

7 MS. TRAN: -- claim.

8 THE COURT: -- is it reasonable to assume that sixty  
9 days from now, there'll be some movement towards that thing?  
10 Again, I'm not trying to treat Valero any way other than its  
11 merits. But we also know there are thousands of other claims  
12 in the queue somewhere. They just haven't filed yet. And I'm  
13 not asking you, today, a month into the case, to tell me what's  
14 the game plan to deal with thousands of claims. But what is  
15 likely to happen in sixty days or so, is there any reason to  
16 believe there'll be some progress towards some disposition of  
17 either this claim or other claims?

18 MS. TRAN: And we would be -- and we would ask that  
19 Your Honor adopt your tentative, which is allow for a sixty-day  
20 continuance of this hearing and see where we are at that point.

21 THE COURT: Well, I guess what I'm trying to do is  
22 give you -- is pretend that it's now the end of April, and we  
23 have that contingent hearing. And I don't want you really to  
24 answer, because I'm sure you don't know the answer. But that's  
25 the rhetorical question. I have to say, well, what are they,

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1 the debtors -- what are they going to tell me at the end of  
2 April that they can't tell me in the end of February? And I  
3 accept the obvious. You used the term triage. It's triage all  
4 right. I only got twenty motions to deal with for tomorrow.  
5 But I guess what I'm trying to ask you to help me with is what  
6 do I tell Mr. Lapping to tell his client about what's next?

7 MS. TRAN: Well, and I think the insurance issue, even  
8 though it's really a distraction to the request, but I think  
9 that's a perfect example of one factor, one consideration that  
10 would need -- that the debtors need to evaluate in a holistic  
11 and systematic basis because we -- it wouldn't be efficient,  
12 and it wouldn't work, if we were to decide on how to evaluate  
13 certain insurance policies, how to disclose them on an ad hoc  
14 basis. So that would just be an example. But just from trying  
15 to coordinate all of these various requests for relief from  
16 claims in a systematic and organized way.

17 THE COURT: Okay. All right. So you would like me to  
18 stick with the tentative and recognize that, sixty days from  
19 now, I might be having the same conversation, and if we're --  
20 and I might be persuaded to tell Mr. Lapping, go ahead.

21 MS. TRAN: Well, we would love it if you kept your  
22 original ninety day, but I don't want to ask too much too soon.  
23 So --

24 THE COURT: Well, I know if I said 120, you'd say,  
25 that's more than -- that's way too short.



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1           So Mr. Kreller, what's the committee weigh-in on this?  
2 I mean, I know you did say you supported the opposition, if I'm  
3 not mistaken. But it's largely the same question, right, about  
4 it's too early? But beyond that, what do we do?

5           MR. KRELLER: Your Honor, it is, and we join the  
6 debtors' position on this. I read your tentative to say let's  
7 pump the brakes here for a period of time. And I think,  
8 certainly, from the committee's perspective, given how recently  
9 we've been involved, and we've been drinking out of a fire hose  
10 since we got started. More --

11           THE COURT: That's a bad metaphor in this case.

12           MR. KRELLER: It is, Your Honor. I apologize for  
13 that. But I think that, to your question of what will be  
14 different sixty days from now, I think the answer may be  
15 nothing. The answer may be, we'll see if there are other  
16 motions for relief from stay like this that come forward so  
17 that we'll better understand the possible universe of these  
18 types of claims or these types of requests. And if there's  
19 then a systematic approach to bring to those, I think we'll be  
20 in a position, certainly as a committee, and I think the  
21 debtors will as well, to speak in a more educated way in terms  
22 of how those requests should be processed and dealt with and  
23 what sort of a system can be set up.

24           THE COURT: Well, I didn't know the particulars of  
25 Valero. I mean, I recognize the name, but I didn't know that

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1 Valero was a tort claimant back when this case was filed and  
2 assigned to me. I assumed by now there would be a line of fire  
3 victims seeking relief from stay. And to my surprise, there  
4 are none yet. And there's one fire victim of a different fire  
5 in a different circumstance; that's Valero. And again, that  
6 doesn't mean I'm faulting their counsel; I'm just saying, well,  
7 you never know how these things are going to predict and play  
8 out.

9 MR. KRELLER: That's exactly right, Your Honor. And I  
10 think that's why a pause in time -- if that's how this  
11 continues to go and there are relatively few of these, maybe  
12 it's less of an issue to think about some big systematic need,  
13 and you can deal with them on a one-off basis. I suspect that  
14 won't be the case, but I, like you, would have expected we  
15 would see more by now. And so I think to take an amount of  
16 time, whether it's forty-five days or sixty days, to see what  
17 hits the docket, how many of these are out there, and think  
18 about what is -- it kind of would allow everyone to size the  
19 issue here. And that's why we thought your tentative made a  
20 lot of sense to give us the opportunity --

21 THE COURT: Well, I'm thinking out loud. I mean, this  
22 is really a comment, not just to you, it's to the debtors'  
23 counsel and to Mr. Lapping, too. Is this case has a first --  
24 unlike the prior bankruptcy -- it has a fire victims'  
25 committee. I don't imagine the fire victims' committee is

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1 particularly sympathetic to a refining company that also  
2 happens to be the victim of a fire or at least disputed. And  
3 maybe the fire victims' committee will be working with the  
4 debtor and the general committee to come up with a overall  
5 approach. But that's no comfort to Valero. I mean, I can't  
6 imagine -- I shouldn't say -- but I mean, I don't imagine  
7 Valero is going to be at the table with the fire victims; maybe  
8 they are. That's again, not something I'm going to worry  
9 about.

10 MR. LAPPING: Your Honor, if I may?

11 THE COURT: Yeah.

12 MR. LAPPING: We're not -- it's not a fire. The  
13 electricity went out, and our plant stopped --

14 THE COURT: Oh, I'm sorry. You're correct. But there  
15 was a fire, right?

16 MR. LAPPING: Yeah, there was spewing of gas. And it  
17 happens when the refineries go out.

18 THE COURT: You're correct. So it's not the  
19 traditional fire, like so often happens. So my error on that  
20 subject.

21 Okay. So power outage victim.

22 MR. LAPPING: Just like old times.

23 THE COURT: Yeah. Right. Okay.

24 Well, all right. I've got you, Mr. Kreller.

25 MR. KRELLER: Thank you.

## PG&amp;E Corporation

1 THE COURT: Now, does anyone on the phone or in court  
2 wish to be heard on this motion? I really don't want to -- I  
3 don't need a me too from anybody, but there are a number of  
4 people monitoring the case, and I'll let anyone here -- let's  
5 start with the courtroom.

6 Anyone in the courtroom want to be heard?

7 (No response)

8 All right. Anyone on the phone want to be heard?

9 (No response)

10 Okay. Mr. Lapping, this will come as no surprise.  
11 I'm going to stick --

12 MR. LAPPING: Can I make a closing remark, Your Honor?

13 THE COURT: Yeah, and actually, I do have a question  
14 for you, too. Go ahead.

15 MR. LAPPING: Here's what I would suggest and why. So  
16 you've posed a very interesting question that no one was  
17 prepared, or could be prepared to answer, which is where are we  
18 going to be in sixty days on an issue like this? Is there  
19 going to be any change? I would propose that four weeks is  
20 enough time for all of the interested parties to figure whether  
21 or not there is some difference that Valero is somehow doing  
22 something adverse to the other plans that they have -- with  
23 toward -- I just don't know. And if we come back in four weeks  
24 and the answer is, well, let's go forward to the final hearing  
25 and then schedule that for four weeks out. That's what I would

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1 propose we do.

2 THE COURT: And again, what do you perceive as the  
3 difference between a preliminary hearing and a final hearing on  
4 this motion?

5 MR. LAPPING: Well, Your Honor, I think you could  
6 decide it after a preliminary hear -- upon a preliminary  
7 hearing. I don't think you need to wait.

8 THE COURT: But that's what getting -- that's what I'm  
9 saying. If I said to you, your motion is denied. We'll have a  
10 final hearing -- or I'm not going to grant relief today; we'll  
11 have a final hearing in four weeks, six weeks, eight weeks,  
12 what do you think would happen at the final hearing? Wouldn't  
13 it be just the same argument? I mean, do you think it's an  
14 evidentiary hearing --

15 MR. LAPPING: Well, Your Honor, the debtor wanted to  
16 put in some declarations. I would assume they would  
17 substantiate their point that somebody involved in this  
18 litigation for the company is somehow involved in bankruptcy  
19 planning in some way, shape, or form. Secondly, I think it  
20 would be helpful to address the insurance question in the  
21 meantime as well. I mean, I was sort of astounded that PG&E  
22 did not want the bankruptcy judge, with jurisdiction over its  
23 case, to be able to review the insurance policies in camera.  
24 But I get it; decision making is slow and careful. But it  
25 seems to me that we could use the four weeks between now and

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1 the next hearing to some advantage.

2 THE COURT: Well, I want you to understand what goes  
3 on in my head, okay? So I get the motion for relief from stay.  
4 Again, I say I don't know the specifics of Valero, but I know  
5 Valero like I know other gasoline producers or providers in  
6 California. I probably have filled my car in a Valero station.  
7 But I didn't know anything more about it. So in comes the  
8 motion, and the motion is supported by a bunch of redacted and  
9 sealed documents. So I didn't know what was going on in  
10 District Court. I don't know anything about a sealing order or  
11 protective order. I'm wondering -- and you, obviously, an  
12 experienced regular practitioner in this Court, I thought to  
13 myself, well, why did you file a motion and redact some of it?  
14 We have a simple redaction procedure in place. So you then  
15 filed the declaration just at the last minute that explains  
16 something, but it's still not -- I still don't have it. Now,  
17 do I spend my time reading insurance policies? Not really, but  
18 I need you to have a complete record. Now, I'll finish. I  
19 don't want you to violate some other order of another court --

20 MR. LAPPING: Uh-huh.

21 THE COURT: -- and that explains it. But I didn't  
22 quite explain it beyond that. So what is it that I need to  
23 know to make an informed decision on your motion, and is there  
24 something that you think that I need to know that you can't  
25 produce because you're under an order elsewhere?

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1 MR. LAPPING: Yes --

2 THE COURT: That's what I'm unclear about.

3 MR. LAPPING: Right. And let me -- at the start, we  
4 did produce -- there's a lot of things that are not sealed in  
5 the litigation. We've produced the complaint and --

6 THE COURT: Yeah --

7 MR. LAPPING: -- the protective order.

8 THE COURT: Well, that's pretty obvious.

9 MR. LAPPING: So we're stuck. The protective order  
10 doesn't allow us to even submit something in camera. So we  
11 needed to get PG&E to release it. They're slow to act. But  
12 the evidence that was in there, where the specific policy is,  
13 what the coverage was, and what the coverage limits were, and  
14 how that all worked. And the provisions that provide,  
15 essentially, that the bankruptcy doesn't change anything, not  
16 anything too much more complicated than that. However, if we  
17 got a formal response from PG&E that, number one, resolved the  
18 insurance disclosure, at least in camera; and secondly, stated  
19 whether or not there are other claims that they know about,  
20 because this is from 2017, that are subject to this policy  
21 potentially; and thirdly, what is the status of the SIR? Where  
22 are we on that process? And that I think would help the Court.

23 THE COURT: But don't you think, again, whether it's  
24 four weeks or eight weeks or eight months, don't you think  
25 that's the kind of thing you could do either informally or

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1 formally by discovery on PG&E? In other words, if you said to  
2 them in a formal discovery, I'd rather think you could do it  
3 informally, but if you said, are there other insurance claims?  
4 That's a question that could be answered; couldn't it?

5 MR. LAPPING: Your Honor, I just did. Okay? And  
6 we'll have that discussion. That's not a problem. We could do  
7 it that way. My concern is that we use the period of time  
8 between now and the next hearing productively, and secondly, I  
9 would like to get as short of period as possible because I'm  
10 trying not to lose my trial date in Sacramento.

11 THE COURT: Well, I understand that, but again, there  
12 are lot of people that want trial dates. And you don't -- if  
13 you told me that Judge Nunley was going to be on a two-year  
14 leave of absence after June, that's one thing. But do you have  
15 any reason to believe that he couldn't set this for trial a  
16 little bit down the road? You don't know one way or the other,  
17 do you?

18 MR. LAPPING: All I know -- Your Honor, I do not know.  
19 All I know is what I have in hand.

20 THE COURT: Well, I understand that. And I do know  
21 it's well documented that the district judges in the Eastern  
22 District are up to their ears in backlog because they don't  
23 have -- they have a bunch of vacancies and retirements and so  
24 on. So to some extent, maybe he's glad there's a stay. I  
25 don't know. It's not my place to ask him.



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1           What I'm getting at is that there may be a way to  
2 determine that. And if you told me that it can't go to trial  
3 for some lengthy period of time, and it was established and  
4 couldn't be contested, then maybe that would be something else.  
5 I'm sorry to tell you, I'm still going to stick with the sixty  
6 days, not because I'm unsympathetic to your argument, but  
7 because the bigger picture, the committee, the other committee,  
8 the debtor, the organization, the triage. If the triage that  
9 Ms. Tran referred to, kind of, comes down a little bit, then I  
10 can breathe a little deeper, and all the principal lawyers that  
11 are working so hard on this can take it and your client's just  
12 going to have to wait for the time being.

13           So we have a regular PG&E calendar. Ms. Parada, I  
14 believe that that would make --

15           MS. PARADA: April --

16           THE COURT: Valero would be available in April --

17           MS. PARADA: 24th?

18           THE COURT: 24th.

19           MS. PARADA: At 9:30.

20           THE COURT: Is that date convenient for you both or  
21 all?

22           MR. LAPPING: Your Honor, could we have the Tuesday  
23 date, the April 23rd?

24           THE COURT: Yeah, actually, we have been putting -- I  
25 mean, we originally -- Ms. Parada, didn't we think about

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1 putting the relief from stays on the first of the days?

2 MS. PARADA: I don't think we --

3 THE COURT: Well, we did it for this case, and that's  
4 why we only have one motion on today, but tomorrow we have all  
5 the other stuff, so.

6 MR. LAPPING: Your tentative says April 23rd.

7 THE COURT: Well, there's another reason. Stick with  
8 the tentative.

9 MR. BENVENUTTI: 23rd works for us, too, Your Honor,  
10 if that works for the Court.

11 THE COURT: Okay. 9:30 okay, or do you want it -- I  
12 mean, whether you're the only one or there are fifty of them,  
13 I'm trying to stick with a routine for the benefit of  
14 everybody, for our staff, the principal lawyers, the lawyers  
15 who are only involved in a lesser degree, everybody else.  
16 Okay. So we're going to put -- we're going to continue the  
17 preliminary hearing on Valero's motion to April 23rd at 9:30.  
18 Okay.

19 MR. LAPPING: Your Honor, I assume that we can file  
20 something in the District Court with the ruling so that the  
21 District Court is aware of the progress?

22 THE COURT: Ms. Tran, any problem with that?

23 MS. TRAN: We have no problem with that.

24 THE COURT: Yeah. Okay. I mean, just don't get on  
25 this --

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1 MR. LAPPING: No argument, just a copy of the --

2 THE COURT: Don't get on the receiving end of a motion  
3 for contempt, Mr. Lapping. I won't bail you out.

4 MR. LAPPING: Okay.

5 THE COURT: All right. Thank you for your time. I  
6 appreciate --

7 MR. LAPPING: Thank you, Your Honor.

8 THE COURT: -- the way you presented the case.

9 MS. TRAN: Thank you, Your Honor.

10 THE COURT: Thank you, Ms. Tran. Thank you, all the  
11 other counsel. So now we're off. That concludes this  
12 morning's calendar.

13 (Whereupon these proceedings were concluded at 10:02  
14 A.M.)

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## C E R T I F I C A T I O N

I, Sharona Shapiro, certify that the foregoing transcript is a true and accurate record of the proceedings.

*Sharona Shapiro*

---

/s/ SHARONA SHAPIRO, CET-492

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: February 27, 2019

#	5:22 although (1) 9:22	4:22;6:12;11:24; 12:4,10;13:4;18:1; 20:23	C	CLERK (2) 3:4,8
#207 (1) 28:17	amended (1) 7:13	backlog (1) 24:22	calendar (3) 8:20;25:13;27:12	client (4) 6:22;8:12;10:19; 16:6
/	amount (2) 9:16;18:15	bad (1) 17:11	CALIFORNIA (3) 3:1,22;22:6	client's (1) 25:11
/s/ (2) 28:10,14	annual (1) 9:7	bail (1) 27:3	Call (2) 3:3,24	closed (1) 12:21
A	answered (1) 24:4	bankruptcy (6) 5:23;9:9;18:24; 21:18,22;23:15	camera (3) 21:23;23:10,18	closing (1) 20:12
abandon (1) 8:12	apologize (1) 17:12	based (1) 15:1	can (11) 10:18;11:12;12:22; 13:2;14:9;17:23;18:13; 20:12;25:10,11;26:19	colleague (1) 3:12
able (1) 21:23	appearances (1) 3:24	basically (2) 5:9,24	car (2) 11:7;22:6	comfort (1) 19:5
absence (1) 24:14	appearing (2) 3:17;4:2	basis (3) 16:11,14;18:13	careful (1) 21:24	comment (1) 18:22
Absolutely (2) 11:2,14	application (1) 8:15	behalf (2) 3:17,21	case (26) 5:4,23;6:8,11,15; 7:19;8:2;9:8,20;10:16; 23;11:6,12,19;12:16; 13:1;14:17;15:13; 17:11;18:1,14,23;20:4; 21:23;26:3;27:8	committee (12) 4:7;5:1;6:24;12:6; 17:1,20;18:25,25;19:3, 4;25:7,7
accept (1) 16:3	applications (2) 8:19,21	benefit (1) 26:13	cases (5) 4:7;5:21;9:18;10:17; 11:6	committee's (1) 17:8
account (1) 4:4	appreciate (1) 27:6	Benvenuti (7) 3:10,11,15,16,16; 10:8;26:9	causing (1) 5:24	common (2) 9:19,20
accurate (1) 28:4	approach (2) 17:19;19:5	better (1) 17:17	certain (1) 16:13	company (5) 9:6;11:9;14:8;19:1; 21:18
act (2) 6:25;23:11	April (8) 13:2;15:22;16:2; 25:15,16,23;26:6,17	beyond (2) 17:4;22:22	certainly (2) 17:8,20	compete (1) 10:5
actually (5) 12:1;13:9,23;20:13; 25:24	argument (3) 21:13;25:6;27:1	big (3) 6:22;14:8;18:12	certify (1) 28:3	complaint (2) 7:13;23:5
ad (1) 16:13	around (1) 11:21	bigger (1) 25:7	CET-492 (1) 28:10	complete (1) 22:18
ad (1) 16:13	aside (1) 10:4	bit (2) 24:16;25:9	CET-884 (1) 28:14	completed (1) 7:14
add (1) 6:7	assigned (1) 18:2	borne (1) 10:6	change (2) 20:19;23:15	completely (1) 8:17
address (2) 5:7;21:20	assume (4) 8:25;15:8;21:16; 26:19	both (1) 25:20	Chapter (2) 6:23;13:25	complex (1) 11:22
administration (3) 5:23;6:8;8:2	assumed (1) 18:2	bother (1) 7:18	chief (1) 5:21	complicated (1) 23:16
administratively (1) 12:21	assuming (1) 10:22	brakes (1) 17:7	circumstance (1) 18:5	concern (1) 24:7
adopt (1) 15:19	astounded (1) 21:21	breathe (1) 25:10	circumstances (1) 5:4	concerned (1) 9:8
advantage (1) 22:1	attorneys (1) 8:9	brief (2) 7:16;13:18	claim (10) 5:9,10,10;6:1,3,12; 11:18;14:16;15:7,17	concluded (1) 27:13
adverse (1) 20:22	automatic (1) 5:8	briefs (1) 9:5	claimant (1) 18:1	concludes (1) 27:11
again (9) 10:16;11:3;15:10; 18:5;19:8;21:2;22:4; 23:23;24:11	available (1) 25:16	bring (1) 17:19	claims (12) 9:18;10:1;11:21; 14:6,13;15:11,14,17; 16:16;17:18;23:19; 24:3	consider (3) 13:24;14:5;15:3
ago (1) 7:1	aware (2) 12:21;26:21	broader (2) 6:20,21		consideration (1) 16:9
agree (1) 5:5	away (2) 11:20;14:20	brought (1) 10:18		considered (1) 5:25
agreement (1) 5:19	awhile (1) 7:3	bunch (2) 22:8;24:23		contempt (1) 27:3
ahead (3) 3:14;16:20;20:14	AZ (1) 28:18	burner (2) 12:10,11		contested (2) 6:5;25:4
allow (3) 15:19;18:18;23:10	B	Butte (2) 9:25;10:11		contingency (1) 14:21
allowed (1)	back (8)			contingent (4)

5:13,14,18;15:23 <b>continuance (1)</b> 15:20 <b>continue (2)</b> 12:14;26:16 <b>continued (1)</b> 13:23 <b>continues (1)</b> 18:11 <b>convenient (1)</b> 25:20 <b>conversation (1)</b> 16:19 <b>coordinate (1)</b> 16:15 <b>copy (1)</b> 27:1 <b>Corporation (1)</b> 3:8 <b>counsel (4)</b> 9:1;18:6,23;27:11 <b>counsel's (1)</b> 4:9 <b>counterproposal (1)</b> 13:3 <b>course (2)</b> 7:23;8:22 <b>Court (106)</b> 3:3,4,7,9,14,18,23; 4:6,8,13,15,18;5:11,13, 16,18,24;6:1,2,4,6,9,14, 20;7:5,8,12,15,17,21, 25;8:3,6,10,13,17,25; 9:11,13;10:3,10,14,24; 11:1,3,12,16,23;12:20; 13:5,7,10,15,19,21; 14:1,4,7,15,25;15:3,6, 8,21;16:17,24;17:11, 24;18:21;19:11,14,18, 23;20:1,1,13;21:2,8; 22:2,10,12,19,21;23:2, 6,8,22,23;24:11,20; 25:16,18,20,24;26:3,7, 10,11,20,21,22,24; 27:2,5,8,10 <b>courthouse (1)</b> 15:2 <b>courtroom (2)</b> 20:5,6 <b>coverage (4)</b> 9:24,24;23:13,13 <b>covered (1)</b> 10:7 <b>crash (1)</b> 11:7 <b>creditor (2)</b> 6:22;11:5 <b>creditors (1)</b> 14:14 <b>creditors' (1)</b> 4:5 <b>critical (1)</b> 5:7	<b>currently (1)</b> 14:2 <b>Curtis (2)</b> 5:6,21  <b>D</b>  <b>date (6)</b> 12:19,23;24:10; 25:20,23;28:20 <b>dates (1)</b> 24:12 <b>day (2)</b> 11:6;16:22 <b>days (16)</b> 11:24;12:2,4,12,14, 14;13:11;15:9,15; 16:18;17:14;18:16,16; 20:18;25:6;26:1 <b>deal (4)</b> 8:19;15:14;16:4; 18:13 <b>dealt (1)</b> 17:22 <b>debtor (12)</b> 4:16;5:1;6:24;7:14; 8:18;10:7;11:8;12:5; 13:13;19:4;21:15;25:8 <b>debtors (4)</b> 14:2;16:1,10;17:21 <b>debtors' (4)</b> 8:9;9:1;17:6;18:22 <b>debtor's (1)</b> 6:16 <b>decide (3)</b> 14:25;16:12;21:6 <b>decided (1)</b> 11:19 <b>decision (2)</b> 21:24;22:23 <b>declaration (1)</b> 22:15 <b>declarations (1)</b> 21:16 <b>deeper (1)</b> 25:10 <b>defense (1)</b> 10:13 <b>degree (1)</b> 26:15 <b>delay (1)</b> 8:4 <b>demonstrate (1)</b> 14:13 <b>denied (1)</b> 21:9 <b>Dennis (1)</b> 3:5 <b>deny (2)</b> 11:24,25 <b>deposition (2)</b> 7:11;9:4 <b>determine (1)</b>	25:2 <b>difference (2)</b> 20:21;21:3 <b>different (6)</b> 9:23;10:14;11:10; 17:14;18:4,5 <b>disclose (1)</b> 16:13 <b>disclosure (1)</b> 23:18 <b>discovery (2)</b> 24:1,2 <b>discussion (1)</b> 24:6 <b>disposition (2)</b> 6:16;15:16 <b>dispute (3)</b> 5:12,16,19 <b>disputed (3)</b> 6:12;14:21;19:2 <b>distinctions (1)</b> 9:17 <b>distraction (1)</b> 16:8 <b>district (6)</b> 12:20;22:10;24:21, 22;26;20,21 <b>docket (1)</b> 18:17 <b>documented (1)</b> 24:21 <b>documents (1)</b> 22:9 <b>dollars (2)</b> 10:12,20 <b>door (1)</b> 6:23 <b>doubt (1)</b> 9:8 <b>down (4)</b> 4:18;11:18;24:16; 25:9 <b>dozens (1)</b> 8:18 <b>drinking (1)</b> 17:9 <b>due (1)</b> 8:22  <b>E</b>  <b>early (2)</b> 14:4;17:4 <b>ears (1)</b> 24:22 <b>Eastern (1)</b> 24:21 <b>easy (1)</b> 12:19 <b>economy (1)</b> 11:19 <b>educated (1)</b> 17:21	<b>effect (1)</b> 8:5 <b>efficient (2)</b> 12:23;16:11 <b>eight (3)</b> 21:11;23:24,24 <b>either (2)</b> 15:17;23:25 <b>electricity (1)</b> 19:13 <b>else (4)</b> 7:19;12:6;25:4; 26:15 <b>elsewhere (1)</b> 22:25 <b>employed (2)</b> 8:10;9:2 <b>employment (2)</b> 8:15,18 <b>end (5)</b> 14:18;15:22;16:1,2; 27:2 <b>enough (1)</b> 20:20 <b>error (2)</b> 4:22;19:19 <b>eScribers (1)</b> 28:16 <b>essentially (1)</b> 23:15 <b>established (1)</b> 25:3 <b>estate (1)</b> 10:21 <b>estate's (1)</b> 12:24 <b>ethical (1)</b> 8:11 <b>evaluate (2)</b> 16:10,12 <b>even (8)</b> 4:24;7:18;8:10;9:7; 10:3;11:4;16:7;23:10 <b>everybody (3)</b> 12:6;26:14,15 <b>everyone (1)</b> 18:18 <b>evidence (1)</b> 23:12 <b>evidentiary (1)</b> 21:14 <b>exactly (1)</b> 18:9 <b>examination (1)</b> 9:5 <b>example (2)</b> 16:9,14 <b>excuse (1)</b> 14:21 <b>expected (1)</b> 18:14 <b>experienced (1)</b> 22:12	<b>expert (2)</b> 7:11;9:4 <b>explain (2)</b> 4:25;22:22 <b>explains (2)</b> 22:15,21 <b>extent (1)</b> 24:24  <b>F</b>  <b>face (1)</b> 3:12 <b>faced (1)</b> 11:22 <b>factor (2)</b> 5:21;16:9 <b>factors (2)</b> 5:6,8 <b>facts (2)</b> 9:19,21 <b>failed (1)</b> 14:13 <b>fair (1)</b> 15:4 <b>far (2)</b> 9:8;13:1 <b>fashion (1)</b> 6:17 <b>fatal (1)</b> 4:22 <b>faulting (1)</b> 18:6 <b>FEBRUARY (3)</b> 3:1;16:2;28:20 <b>few (1)</b> 18:11 <b>fifty (1)</b> 26:12 <b>figure (1)</b> 20:20 <b>file (7)</b> 6:1,3;7:14;12:17; 15:2;22:13;26:19 <b>filed (5)</b> 13:24,25;15:12;18:1; 22:15 <b>filled (1)</b> 22:6 <b>final (6)</b> 7:9;20:24;21:3,10, 11,12 <b>finish (1)</b> 22:18 <b>fire (17)</b> 9:2,13,18,25;10:12; 17:9;18:2,4,4,24,25; 19:2,3,7,12,15,19 <b>first (5)</b> 3:9;8:3;9:6;18:23; 26:1 <b>following (1)</b> 8:2
--	--	---	--	---

<b>fool (1)</b> 12:13	<b>guess (2)</b> 15:21;16:5	<b>imagine (4)</b> 8:16;18:25;19:6,6		23:13
<b>footnote (1)</b> 9:7	<b>H</b>	<b>immediately (1)</b> 8:3	<b>K</b>	<b>line (2)</b> 14:19;18:2
<b>foregoing (1)</b> 28:4		<b>impediment (1)</b> 8:16		<b>liquidate (1)</b> 14:16
<b>form (1)</b> 21:19	<b>hand (1)</b> 24:19	<b>important (2)</b> 6:4,6	<b>keep (1)</b> 13:18	<b>liquidated (1)</b> 14:20
<b>formal (2)</b> 23:17;24:2	<b>handle (1)</b> 15:4	<b>incomplete (2)</b> 4:23,24	<b>Keller (1)</b> 3:16	<b>listening (1)</b> 4:1
<b>formally (1)</b> 24:1	<b>happen (7)</b> 7:23,24;8:8,23;9:4; 15:15;21:12	<b>indication (1)</b> 9:12	<b>kept (1)</b> 16:21	<b>litigation (6)</b> 5:22;9:1,10;10:16; 21:18;23:5
<b>forth (2)</b> 4:22;13:22	<b>happens (7)</b> 8:23;10:17;12:12; 13:4;19:2,17,19	<b>informally (2)</b> 23:25;24:3	<b>kidding (1)</b> 13:10	<b>little (3)</b> 24:16;25:9,10
<b>forty-five (2)</b> 13:11;18:16	<b>hard (1)</b> 25:11	<b>informed (1)</b> 22:23	<b>kind (3)</b> 18:18;23:25;25:9	<b>LLP (1)</b> 3:21
<b>forward (4)</b> 5:22;12:17;17:16; 20:24	<b>head (1)</b> 22:3	<b>injury (1)</b> 11:7	<b>knowledge (1)</b> 11:17	<b>long (1)</b> 7:1
<b>four (7)</b> 13:3;20:19,23,25; 21:11,25;23:24	<b>hear (3)</b> 3:25;14:22;21:6	<b>insurance (15)</b> 5:6;9:23,24,24;10:5, 7,19;11:9;16:7,13; 21:20,23,22;17:23;18; 24:3	<b>L</b>	<b>look (4)</b> 6:20;10:18;11:3,13
<b>FRANCISCO (1)</b> 3:1	<b>heard (5)</b> 3:25;4:1;20:2,6,8	<b>insurer (1)</b> 11:13		<b>lose (1)</b> 24:10
<b>front (3)</b> 6:11,15;8:15	<b>hearing (14)</b> 13:23;15:20,23; 20:24;21:3,3,7,10,11, 12,14;22:1;24:8;26:17	<b>interested (3)</b> 14:5;15:3;20:20	<b>Lapping (70)</b> 3:19,20,21,21;4:18; 5:5,12,15,17,20;6:3,5, 7,10,19;7:4,7,9,13,16, 20,23;8:1,7,11,14,24; 9:3,12,17;10:8,11,22, 25;11:2,11,14,17; 12:18;13:6,8,15;14:17, 22;16:6,20;18:23; 19:10,12,16,22;20:10, 12,15;21:5,15;22:20; 23:1,3,7,9;24:5,18; 25:22;26:6,19;27:1,3,4, 7	<b>loses (1)</b> 14:18
<b>fund (1)</b> 10:5	<b>help (2)</b> 16:5;23:22	<b>interesting (1)</b> 20:16		<b>lot (5)</b> 9:20;10:23;18:20; 23:4;24:12
<b>funds (1)</b> 10:20	<b>helpful (1)</b> 21:20	<b>interfere (2)</b> 5:22;8:1		<b>loud (1)</b> 18:21
<b>G</b>	<b>Here's (1)</b> 20:15	<b>into (6)</b> 6:23;7:10;9:22; 14:12;15:1,13		<b>love (1)</b> 16:21
	<b>Hey (1)</b> 13:7	<b>introduce (1)</b> 3:12		<b>M</b>
<b>game (1)</b> 15:14	<b>hits (1)</b> 18:17	<b>involve (1)</b> 9:18		
<b>gap (1)</b> 8:4	<b>hoc (1)</b> 16:13	<b>involved (4)</b> 17:9;21:17,18;26:15	<b>largely (1)</b> 17:3	<b>magically (1)</b> 12:7
<b>gas (1)</b> 19:16	<b>holistic (1)</b> 16:10	<b>issue (7)</b> 4:20,23;5:6;16:7; 18:12,19;20:18	<b>last (1)</b> 22:15	<b>major (2)</b> 6:23;9:17
<b>gasoline (1)</b> 22:5	<b>home (1)</b> 12:1	<b>J</b>	<b>lawyer (1)</b> 9:5	<b>makes (1)</b> 9:20
<b>general (2)</b> 10:20;19:4	<b>Honor (28)</b> 3:6,11,15,20;4:3,17; 5:5;7:4;11:15;12:18; 13:17;14:11,24;15:19; 17:5,12;18:9;19:10; 20:12;21:5,15;24:5,18; 25:22;26:9,19;27:7,9		<b>lawyers (4)</b> 8:18;25:10;26:14,14	<b>making (1)</b> 21:24
<b>given (2)</b> 5:4;17:8	<b>Honorable (1)</b> 3:5	<b>Johnson (2)</b> 8:9;12:25	<b>learned (1)</b> 7:1	<b>management (1)</b> 9:19
<b>giving (1)</b> 13:11	<b>Honor's (1)</b> 13:2	<b>join (1)</b> 17:5	<b>least (4)</b> 10:20;12:16;19:2; 23:18	<b>managing (2)</b> 9:9,10
<b>glad (1)</b> 24:24	<b>hose (1)</b> 17:9	<b>Judge (7)</b> 6:11;7:17,18;12:21; 14:17;21:22;24:13	<b>leave (2)</b> 10:4;24:14	<b>many (1)</b> 18:17
<b>goes (1)</b> 22:2	<b>huge (1)</b> 12:7	<b>judges (1)</b> 24:21	<b>left (2)</b> 7:11;9:3	<b>matter (2)</b> 3:8;10:15
<b>Good (9)</b> 3:6,7,15,18,19,20; 4:3,8;13:17	<b>hundred (2)</b> 7:8;9:13	<b>judgment (3)</b> 14:18,19,20	<b>lengthy (1)</b> 25:3	<b>may (10)</b> 3:13;6:17,18;7:18; 10:1,4;17:14,15;19:10; 25:1
<b>Gotshal (2)</b> 3:17;4:14	<b>I</b>	<b>judicial (1)</b> 11:19	<b>less (1)</b> 18:12	<b>maybe (10)</b> 6:1,3,16;12:11,13; 18:11;19:3,7;24:24; 25:4
<b>grant (5)</b> 5:3;10:15;11:9;13:8; 21:10		<b>June (2)</b> 8:7;24:14	<b>lesser (1)</b> 26:15	<b>mean (18)</b> 6:17;7:21;11:3; 12:19;14:7,8,9;17:2, 25;18:6,21;19:5,6; 21:13,21;25:25;26:12,
<b>granted (1)</b> 8:3		<b>jurisdiction (1)</b> 21:22	<b>liability (1)</b> 10:6	
<b>granting (1)</b> 5:8			<b>likely (1)</b> 15:15	
			<b>limits (1)</b>	



24 <b>meantime (1)</b> 21:21 <b>merits (1)</b> 15:11 <b>metaphor (1)</b> 17:11 <b>middle (1)</b> 10:1 <b>might (3)</b> 11:17;16:19,20 <b>Milbank (1)</b> 4:4 <b>mill (1)</b> 11:6 <b>million (3)</b> 9:15;10:12,20 <b>mind (2)</b> 7:15,17 <b>minute (1)</b> 22:15 <b>mistaken (1)</b> 17:3 <b>monitoring (1)</b> 20:4 <b>Montali (1)</b> 3:5 <b>month (2)</b> 6:23;15:13 <b>months (2)</b> 12:8;23:24 <b>more (9)</b> 12:14;15:2,4;16:25; 17:10,21;18:15;22:7; 23:16 <b>morning (9)</b> 3:6,7,15,18,19,20; 4:3,8;13:17 <b>morning's (1)</b> 27:12 <b>most (1)</b> 12:23 <b>motion (28)</b> 3:25;4:20,21,23;5:2; 7:13;8:3;9:14;10:17; 11:25;12:17;13:8,24, 24;14:12,25;15:2;20:2; 21:4,9;22:3,8,8,13,23; 26:4,17;27:2 <b>motions (2)</b> 16:4;17:16 <b>move (1)</b> 12:6 <b>movement (1)</b> 15:9 <b>moving (1)</b> 10:18 <b>much (4)</b> 7:2;15:4;16:22; 23:16 <b>multiple (1)</b> 9:18 <b>myself (1)</b>	22:13  <b>N</b> <b>name (4)</b> 4:9,10,11;17:25 <b>nature (1)</b> 14:21 <b>necessarily (1)</b> 8:1 <b>need (8)</b> 16:10,10;18:12;20:3; 21:7;22:18,22,24 <b>needed (1)</b> 23:11 <b>needs (3)</b> 7:14;14:9;15:2 <b>negotiated (1)</b> 7:22 <b>Negotiating (2)</b> 13:5,15 <b>next (4)</b> 9:13;16:6;22:1;24:8 <b>ninety (3)</b> 12:2;13:11;16:22 <b>none (1)</b> 18:4 <b>noted (1)</b> 14:4 <b>number (6)</b> 3:23;8:20;9:16,18; 20:3;23:17 <b>Nunley (3)</b> 6:11;14:17;24:13  <b>O</b>	13;16;4;26:4,12,15 <b>oOo- (1)</b> 3:2 <b>open (1)</b> 6:22 <b>operate (1)</b> 5:1 <b>opportunity (1)</b> 18:20 <b>opposition (2)</b> 4:16;17:2 <b>order (8)</b> 3:3;15:1;22:10,11, 19,25;23:7,9 <b>ordinary-course (1)</b> 8:21 <b>organization (1)</b> 25:8 <b>organized (2)</b> 15:4;16:16 <b>original (1)</b> 16:22 <b>originally (1)</b> 25:25 <b>others (1)</b> 10:23 <b>out (12)</b> 6:10;7:6,21;10:2; 17:9;18:8,17,21;19:13, 17;20:25;27:3 <b>outage (1)</b> 19:21 <b>over (2)</b> 14:13;21:22 <b>overall (1)</b> 19:4  <b>P</b>	21:2 <b>perfect (1)</b> 16:9 <b>perfectly (1)</b> 13:22 <b>period (5)</b> 9:1;17:7;24:7,9;25:3 <b>periodically (1)</b> 5:25 <b>personal (1)</b> 11:7 <b>perspective (1)</b> 17:8 <b>persuaded (2)</b> 12:14;16:20 <b>Peter (1)</b> 3:16 <b>PG&amp;E (12)</b> 3:8,17;9:8;10:12; 13:25;14:5;15:3;21:21; 23:11,17;24:1;25:13 <b>PG&amp;E's (2)</b> 11:5;14:9 <b>Phoenix (1)</b> 28:18 <b>phone (3)</b> 3:24;20:1,8 <b>picture (1)</b> 25:7 <b>place (3)</b> 8:22;22:14;24:25 <b>plan (1)</b> 15:14 <b>planning (1)</b> 21:19 <b>plans (1)</b> 20:22 <b>plant (1)</b> 19:13 <b>play (1)</b> 18:7 <b>played (1)</b> 7:6 <b>please (1)</b> 4:11 <b>plus (1)</b> 5:7 <b>point (5)</b> 5:8,14;11:18;15:20; 21:17 <b>policies (3)</b> 16:13;21:23;22:17 <b>policy (2)</b> 23:12,20 <b>portion (1)</b> 10:6 <b>posed (1)</b> 20:16 <b>position (3)</b> 4:25;17:6,20 <b>possibility (1)</b> 7:21 <b>possible (2)</b>	17:17;24:9 <b>potentially (1)</b> 23:21 <b>power (1)</b> 19:21 <b>practitioner (1)</b> 22:12 <b>predict (1)</b> 18:7 <b>preliminary (4)</b> 21:3,6,6;26:17 <b>premature (1)</b> 13:23 <b>prepared (2)</b> 20:17,17 <b>preparing (2)</b> 9:4,5 <b>presented (1)</b> 27:8 <b>presenting (1)</b> 4:15 <b>preserve (1)</b> 12:23 <b>presiding (1)</b> 3:5 <b>pretend (1)</b> 15:22 <b>pretty (3)</b> 3:11;8:15;23:8 <b>principal (3)</b> 8:18;25:10;26:14 <b>prior (1)</b> 18:24 <b>priority (2)</b> 14:13,15 <b>probably (1)</b> 22:6 <b>problem (3)</b> 24:6;26:22,23 <b>procedure (1)</b> 22:14 <b>proceedings (2)</b> 27:13;28:5 <b>process (2)</b> 15:4;23:22 <b>processed (1)</b> 17:22 <b>produce (2)</b> 22:25;23:4 <b>produced (1)</b> 23:5 <b>producers (1)</b> 22:5 <b>productively (1)</b> 24:8 <b>progress (2)</b> 15:16;26:21 <b>proof (2)</b> 6:1,3 <b>propose (2)</b> 20:19;21:1 <b>protection (1)</b> 13:25
	<b>objections (1)</b> 11:21 <b>obligation (1)</b> 8:12 <b>obvious (2)</b> 16:3;23:8 <b>obviously (2)</b> 5:12;22:11 <b>off (1)</b> 27:11 <b>official (1)</b> 4:4 <b>often (2)</b> 7:23;19:19 <b>old (1)</b> 19:22 <b>one (17)</b> 5:6,14;6:22;7:10; 8:19;9:3,18;12:20; 16:9,9;18:4;20:16; 23:17;24:14,16;26:4, 12 <b>one-off (1)</b> 18:13 <b>only (9)</b> 3:24;8:8;9:16;11:4,	<b>paid (1)</b> 14:23 <b>paper (1)</b> 4:10 <b>Parada (6)</b> 25:13,15,17,19,25; 26:2 <b>Pardon (1)</b> 7:3 <b>particularly (1)</b> 19:1 <b>particulars (1)</b> 17:24 <b>parties (4)</b> 6:25;14:5;15:3; 20:20 <b>party (1)</b> 10:18 <b>pause (1)</b> 18:10 <b>people (4)</b> 3:24;11:6;20:4; 24:12 <b>perceive (1)</b>		



<p><b>protective (3)</b> 22:11;23:7,9</p> <p><b>provide (1)</b> 23:14</p> <p><b>providers (1)</b> 22:5</p> <p><b>provisions (1)</b> 23:14</p> <p><b>pump (1)</b> 17:7</p> <p><b>put (2)</b> 21:16;26:16</p> <p><b>putting (4)</b> 12:10,11;25:24;26:1</p>	<p><b>redact (1)</b> 22:13</p> <p><b>redacted (1)</b> 22:8</p> <p><b>redaction (1)</b> 22:14</p> <p><b>referred (1)</b> 25:9</p> <p><b>refineries (1)</b> 19:17</p> <p><b>Refining (2)</b> 3:21;19:1</p> <p><b>regular (2)</b> 22:12;25:13</p> <p><b>relatively (1)</b> 18:11</p> <p><b>release (1)</b> 23:11</p> <p><b>relief (15)</b> 5:3,8;7:17;9:14; 10:15;14:5,25;15:5,5; 16:15;17:16;18:3; 21:10;22:3;26:1</p> <p><b>remark (1)</b> 20:12</p> <p><b>reorganization (1)</b> 12:7</p> <p><b>reply (1)</b> 7:16</p> <p><b>report (1)</b> 9:7</p> <p><b>reports (1)</b> 10:12</p> <p><b>request (1)</b> 16:8</p> <p><b>requests (4)</b> 15:5;16:15;17:18,22</p> <p><b>require (1)</b> 9:19</p> <p><b>resolution (2)</b> 6:12;7:22</p> <p><b>resolved (1)</b> 23:17</p> <p><b>response (4)</b> 4:20;20:7,9;23:17</p> <p><b>restructuring (1)</b> 14:3</p> <p><b>retention (1)</b> 10:11</p> <p><b>retirements (1)</b> 24:23</p> <p><b>review (1)</b> 21:23</p> <p><b>rhetorical (1)</b> 15:25</p> <p><b>Richard (1)</b> 3:20</p> <p><b>right (24)</b> 4:8,9,16;8:11;9:3,16; 10:1,21,25;11:3,14; 13:19;14:1,11;16:4,17; 17:3;18:9;19:15,23,24; 20:8;23:3;27:5</p>	<p><b>rise (1)</b> 3:4</p> <p><b>risk (1)</b> 10:20</p> <p><b>road (1)</b> 24:16</p> <p><b>routine (4)</b> 8:15,17,21;26:13</p> <p><b>rule (3)</b> 7:1,5,21</p> <p><b>ruling (7)</b> 4:19;7:18;11:23; 12:3;13:20;14:4;26:20</p> <p><b>run-of-the- (1)</b> 11:5</p> <p><b>run-of-the-mill (1)</b> 10:17</p> <p><b>rushed (1)</b> 15:1</p>	<p>9:15</p> <p><b>shape (1)</b> 21:19</p> <p><b>Shapiro (2)</b> 28:3,10</p> <p><b>Sharona (2)</b> 28:3,10</p> <p><b>short (3)</b> 8:25;16:25;24:9</p> <p><b>side (1)</b> 12:15</p> <p><b>signal (1)</b> 12:15</p> <p><b>significant (2)</b> 5:9;9:8</p> <p><b>simple (1)</b> 22:14</p> <p><b>simply (1)</b> 5:24</p> <p><b>sits (1)</b> 11:20</p> <p><b>situation (2)</b> 11:4,5</p> <p><b>six (1)</b> 21:11</p> <p><b>sixty (13)</b> 11:24;12:3,4,12,14, 14:15;8,15;16:18; 17:14;18:16;20:18; 25:5</p> <p><b>sixty-day (1)</b> 15:19</p> <p><b>sixty-five (1)</b> 10:12</p> <p><b>size (1)</b> 18:18</p> <p><b>slip-and-fall (1)</b> 11:7</p> <p><b>slow (2)</b> 21:24;23:11</p> <p><b>small (1)</b> 9:15</p> <p><b>smaller (1)</b> 9:16</p> <p><b>so-called (1)</b> 11:5</p> <p><b>solely (1)</b> 10:18</p> <p><b>somebody (3)</b> 5:14;9:9;21:17</p> <p><b>somehow (2)</b> 20:21;21:18</p> <p><b>somewhere (2)</b> 7:19;15:12</p> <p><b>soon (2)</b> 7:2;16:22</p> <p><b>sorry (3)</b> 4:9;19:14;25:5</p> <p><b>sort (4)</b> 6:25;9:19;17:23; 21:21</p> <p><b>speak (2)</b> 13:13;17:21</p>	<p><b>specific (1)</b> 23:12</p> <p><b>specifics (2)</b> 9:23;22:4</p> <p><b>spelling (1)</b> 4:11</p> <p><b>spend (1)</b> 22:17</p> <p><b>spent (2)</b> 10:12,23</p> <p><b>spewing (1)</b> 19:16</p> <p><b>Stacy (2)</b> 28:3,14</p> <p><b>staff (1)</b> 26:14</p> <p><b>stage (1)</b> 14:3</p> <p><b>stages (1)</b> 7:9</p> <p><b>stand (1)</b> 14:19</p> <p><b>standpoint (3)</b> 9:20;12:24,25</p> <p><b>start (2)</b> 20:5;23:3</p> <p><b>started (2)</b> 3:13;17:10</p> <p><b>stated (1)</b> 23:18</p> <p><b>station (1)</b> 22:6</p> <p><b>status (1)</b> 23:21</p> <p><b>stay (10)</b> 5:9,24;10:15;12:14; 14:5;15:1;17:16;18:3; 22:3;24:24</p> <p><b>stays (1)</b> 26:1</p> <p><b>Steptoe (2)</b> 8:9;12:25</p> <p><b>Stewart (2)</b> 28:3,14</p> <p><b>stick (5)</b> 16:18;20:11;25:5; 26:7,13</p> <p><b>still (8)</b> 4:20,24;10:6;12:9; 14:3;22:16,16;25:5</p> <p><b>stopped (1)</b> 19:13</p> <p><b>story (1)</b> 14:19</p> <p><b>stove (1)</b> 12:11</p> <p><b>Street (1)</b> 28:17</p> <p><b>stuck (1)</b> 23:9</p> <p><b>stuff (2)</b> 9:6;26:5</p> <p><b>subject (2)</b></p>
<p><b>Q</b></p>				
<p><b>queue (1)</b> 15:12</p> <p><b>quickly (1)</b> 8:23</p> <p><b>quite (1)</b> 22:22</p>				
<p><b>R</b></p>		<p><b>S</b></p>		
<p><b>ramped (1)</b> 12:8</p> <p><b>ranking (1)</b> 14:7</p> <p><b>rather (2)</b> 5:2;24:2</p> <p><b>read (2)</b> 11:23;17:6</p> <p><b>reading (1)</b> 22:17</p> <p><b>ready (3)</b> 11:19;12:25;13:1</p> <p><b>real (1)</b> 11:18</p> <p><b>really (12)</b> 3:25;9:22;11:12; 12:22;13:8,10;14:9; 15:23;16:8;18:22;20:2; 22:17</p> <p><b>reason (3)</b> 15:15;24:15;26:7</p> <p><b>reasonable (1)</b> 15:8</p> <p><b>reasonably (1)</b> 8:25</p> <p><b>reasons (1)</b> 13:22</p> <p><b>received (1)</b> 9:25</p> <p><b>receiving (1)</b> 27:2</p> <p><b>recently (1)</b> 17:8</p> <p><b>recognize (2)</b> 16:18;17:25</p> <p><b>record (2)</b> 22:18;28:4</p>		<p><b>Sacramento (3)</b> 6:11;12:20;24:10</p> <p><b>same (5)</b> 4:24;9:14;16:19; 17:3;21:13</p> <p><b>SAN (1)</b> 3:1</p> <p><b>sandwiched (1)</b> 10:1</p> <p><b>saying (5)</b> 6:18;12:5;14:8;18:6; 21:9</p> <p><b>schedule (1)</b> 20:25</p> <p><b>sealed (2)</b> 22:9;23:4</p> <p><b>sealing (5)</b> 4:20,21,23;5:2;22:10</p> <p><b>second (1)</b> 12:11</p> <p><b>Secondly (4)</b> 9:22;21:19;23:18; 24:8</p> <p><b>seeking (1)</b> 18:3</p> <p><b>seem (1)</b> 11:10</p> <p><b>seems (1)</b> 21:25</p> <p><b>self-insur (1)</b> 10:7</p> <p><b>send (1)</b> 12:15</p> <p><b>sense (2)</b> 9:20;18:20</p> <p><b>session (1)</b> 3:4</p> <p><b>set (6)</b> 9:4,19;11:22;13:22; 17:23;24:15</p> <p><b>seventy-five (1)</b></p>		

19:20;23:20 <b>submission (1)</b> 7:14 <b>submit (2)</b> 5:23;23:10 <b>substance (1)</b> 14:12 <b>substantiate (1)</b> 21:17 <b>successful (1)</b> 10:19 <b>suggest (4)</b> 11:25;12:18;13:11; 20:15 <b>suggesting (1)</b> 13:2 <b>Suite (1)</b> 28:17 <b>supported (2)</b> 17:2;22:8 <b>supposed (1)</b> 4:21 <b>sure (4)</b> 8:13;10:8;12:6; 15:24 <b>surprise (2)</b> 18:3;20:10 <b>suspect (1)</b> 18:13 <b>sympathetic (1)</b> 19:1 <b>system (1)</b> 17:23 <b>systematic (5)</b> 15:4;16:11,16;17:19; 18:12	8:4 <b>there'll (3)</b> 6:16;15:9,16 <b>thinking (3)</b> 12:2;13:10;18:21 <b>thirdly (1)</b> 23:21 <b>thirty (1)</b> 13:16 <b>Thomas (1)</b> 4:3 <b>though (3)</b> 10:3,3;16:8 <b>thought (2)</b> 18:19;22:12 <b>thousands (2)</b> 15:11,14 <b>times (3)</b> 7:8;11:10;19:22 <b>today (4)</b> 3:9;15:13;21:10; 26:4 <b>together (1)</b> 6:25 <b>told (3)</b> 7:3;24:13;25:2 <b>tomorrow (3)</b> 8:20;16:4;26:4 <b>tort (2)</b> 5:10;18:1 <b>toward (1)</b> 20:23 <b>towards (2)</b> 15:9,16 <b>traditional (1)</b> 19:19 <b>Tran (25)</b> 3:16,17;4:12,12,13, 14,15,17;13:13,14,17, 20,22;14:2,11,24;15:7, 18;16:7,21;25:9;26:22, 23;27:9,10 <b>transcript (1)</b> 28:4 <b>treat (1)</b> 15:10 <b>triage (5)</b> 14:3;16:3,3;25:8,8 <b>trial (12)</b> 7:10,10,24;8:7;9:5; 10:16;12:19,23;24:10, 12,15;25:2 <b>tried (1)</b> 4:25 <b>Trodella (1)</b> 3:21 <b>True (3)</b> 7:25;10:6;28:4 <b>try (6)</b> 6:11,15;12:13,25; 13:17;14:17 <b>trying (9)</b> 11:4;12:9,15;15:10,	21;16:5,14;24:10; 26:13 <b>TUESDAY (2)</b> 3:1;25:22 <b>turned (1)</b> 4:18 <b>twenty (1)</b> 16:4 <b>two (3)</b> 8:14;9:17;12:8 <b>two-week (2)</b> 8:4,4 <b>two-year (1)</b> 24:13 <b>types (2)</b> 17:18,18  <b>U</b>  <b>unclear (1)</b> 23:2 <b>under (4)</b> 5:3;7:14;8:5;22:25 <b>unique (1)</b> 14:14 <b>UNISON (1)</b> 3:6 <b>universe (1)</b> 17:17 <b>unlike (1)</b> 18:24 <b>unsecured (2)</b> 4:4;6:22 <b>unsympathetic (1)</b> 25:6 <b>up (4)</b> 12:8;17:23;19:4; 24:22 <b>upon (1)</b> 21:6 <b>use (2)</b> 21:25;24:7 <b>used (2)</b> 5:13;16:3  <b>V</b>  <b>vacancies (1)</b> 24:23 <b>Valero (20)</b> 3:21;9:1;10:5;11:4; 12:9;13:24;14:12,18, 19;15:10;17:25;18:1,5; 19:5,7;20:21;22:4,5,6; 25:16 <b>Valero's (5)</b> 13:24;14:6,8,12; 26:17 <b>value (1)</b> 14:8 <b>various (1)</b> 16:15 <b>victim (3)</b>	18:4;19:2,21 <b>victims (3)</b> 9:14;18:3;19:7 <b>victims' (3)</b> 18:24,25;19:3 <b>view (1)</b> 6:24 <b>violate (1)</b> 22:19  <b>W</b>  <b>wait (4)</b> 7:3;14:9;21:7;25:12 <b>wants (3)</b> 4:1;13:15;14:17 <b>waste (2)</b> 5:2;6:15 <b>way (12)</b> 12:5;14:4,22;15:10; 16:16,25;17:21;21:19; 24:7,16;25:1;27:8 <b>week (1)</b> 13:25 <b>weekend (1)</b> 12:2 <b>weeks (11)</b> 8:14;13:3;20:19,23, 25;21:11,11,11,25; 23:24,24 <b>weigh-in (1)</b> 17:1 <b>Weil (2)</b> 3:16;4:14 <b>weren't (1)</b> 4:24 <b>what's (6)</b> 9:3;12:21;14:14; 15:13;16:6;17:1 <b>Whereupon (1)</b> 27:13 <b>who's (2)</b> 4:1;7:21 <b>wildfire (1)</b> 5:10 <b>wins (1)</b> 14:19 <b>wish (1)</b> 20:2 <b>wondering (1)</b> 22:11 <b>word (1)</b> 5:14 <b>words (1)</b> 24:1 <b>work (1)</b> 16:12 <b>worked (1)</b> 23:14 <b>working (3)</b> 12:1;19:3;25:11 <b>works (2)</b> 26:9,10	<b>worry (1)</b> 19:8 <b>worth (1)</b> 12:3  <b>Y</b>  <b>year (2)</b> 9:23;11:21  <b>1</b>  <b>11 (2)</b> 6:23;13:25 <b>120 (1)</b> 16:24 <b>16th (1)</b> 28:17  <b>2</b>  <b>2017 (1)</b> 23:20 <b>2019 (2)</b> 3:1;28:20 <b>23rd (4)</b> 25:23;26:6,9,17 <b>24th (2)</b> 25:17,18 <b>26 (1)</b> 3:1 <b>27 (1)</b> 28:20  <b>4</b>  <b>4001 (1)</b> 8:5  <b>7</b>  <b>7227 (1)</b> 28:17  <b>8</b>  <b>85020 (1)</b> 28:18  <b>9</b>  <b>9:30 (3)</b> 25:19;26:11,17 <b>9:31 (1)</b> 3:1
<b>T</b>				
<b>table (1)</b> 19:7 <b>team (1)</b> 9:9 <b>telling (1)</b> 12:9 <b>ten (1)</b> 10:20 <b>ten-million-dollar (1)</b> 10:9 <b>tentative (12)</b> 4:19,25;11:23;12:3; 13:20;14:3;15:19; 16:18;17:6;18:19;26:6, 8 <b>term (1)</b> 16:3 <b>terms (1)</b> 17:21 <b>testing (1)</b> 14:9 <b>theory (1)</b> 9:15 <b>there'd (1)</b>				